

Creston

Teamsters #238 (Police)

7/1/2006 6/30/2009

NEGOTIATED AGREEMENT

BETWEEN

**CHAUFFEURS, TEAMSTERS,
AND HELPERS LOCAL #238**

AND

CITY OF CRESTON, IOWA

POLICE CONTRACT

JULY 1, 2006 - JUNE 30, 2009

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition	1
II	Union-Management Relations	2
III	Management Rights	3
IV	Maintenance of Standards	4
V	Union Rights	5
VI	Work Rules	6
VII	No Strike - No Lockout	7
VIII	Hours of Work	8
IX	Probationary Period	9
X	Dues Check-Off	10
XI	Leave of Absence	11
XII	Grievance Procedures	14
XIII	In-service Education	16
XIV	Seniority	17
XV	Layoff and Recall	18
XVI	Insurance	19
XVII	Pay Periods	21
XVIII	Mileage	22
XIX	Expenses	23
XX	Equipment	24
XXI	Wages and Salaries	25
XXII	Overtime	26
XXIII	Court Time	27
XXIV	Call-In Time	28
XXV	Uniform Cleaning	29
XXVI	Holidays	30
XXVII	Longevity	31
XXVIII	Vacations	32
XXIX	Compliance Clause	33

ARTICLE I
RECOGNITION

This proposal submitted to the City of Creston, Iowa, hereinafter referred to as "City" by the Teamsters Local No. 238, affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "Union".

Pursuant to, and in accordance with, all applicable provisions of the "Public Employment Relations Act" of the State of Iowa, hereinafter referred to as the "Act" and in recognition of the Public Employment Relations Board's Certification of said Union, the City does hereby recognize the Union during the term of this Agreement for all employees of the City included in the "Bargaining Unit".

This collective Bargaining Agreement shall cover the following job classifications for permanent employees of the Creston Police Department who have successfully completed their probationary period:

Captain, Sergeant, Senior Patrolman, Patrolman, Dispatcher

ARTICLE II

UNION-MANAGEMENT RELATIONS

All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the City.

ARTICLE III
MANAGEMENT RIGHTS

Except as prohibited by law or specifically modified by this Agreement, the City shall not be deemed to be limited in any way in the performance of the regular and customary function of municipal management, and hereby reserves and retains all such customary powers, authority and prerogatives. It is expressly recognized, by way of illustration and not limitation, that such customary powers and authority include all those as listed in Section 7 of the Act - Public Employer Rights.

ARTICLE IV

MAINTENANCE OF STANDARDS

Section 1. The Employer agrees that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days, such better condition shall remain in effect.

This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE V

UNION RIGHTS

The Union shall be the sole representative of those classifications of employees covered by this Agreement in collective bargaining with the City; however, nothing contained in this Section shall be construed so as to require the employer to violate any applicable law.

ARTICLE VI

WORK RULES

The City may, from time to time, adopt or amend departmental work rules. All employees shall comply with these work rules. Job assignments and job classifications will be spelled out in the departmental rules.

ARTICLE VII

NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by all applicable provisions of the Iowa Public Employment Relations Act. Specifically, neither the Union, its officers or agents, nor any of the employees covered by this Agreement shall violate Sections 10 or 12 of the Iowa Public Employment Relations Act.

ARTICLE VIII

HOURS OF WORK

- A. The normal work week for the position of dispatcher in the Creston Police Department shall consist of five (5) consecutive days each, including eight (8) hours of work each day.
- B. Patrolmen, Sergeants and Captains will work six (6) days on and three (3) days off, for a total of forty eight (48) hours per work week.
- C. Inasmuch as the Police Department must regularly operate seven (7) days per week, some employees may be required to work on any day of the week. Specific work schedules, including days and hours of work will be issued by the Chief of Police or designated assistant and shall be posted in appropriate places in the Creston Police Department. Work schedules shall be posted, whenever possible, fourteen (14) calendar days prior to the effective date of the work schedule.
- D. There will be no split shifts unless by mutual agreement of the parties.

ARTICLE IX

PROBATIONARY PERIOD

All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

1. The probationary period for police personnel shall be six (6) months. On promotional appointments, the probationary period for police personnel shall be six (6) months.
2. Probationary employees may be separated for any cause by the City during the probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.
3. If action is not taken by the appointing authority to report to the probationary employee that he/she is not qualified for permanent status before the close of business on the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/her probationary period and have acquired permanent status.
4. Permanent employee who vacates his/her position to accept a probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position.

Except for promotional appointments, no probationary employee shall be entitled to any fringe benefits under the terms of this Agreement.

ARTICLE X
DUES CHECK-OFF

During the life of this Agreement and in accordance with the terms of the authorized dues check-off form, the City agrees to deduct Union Dues and assessments levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the authorization form.

The deductions shall be certified to the City by the Treasurer of the Union on the appropriate forms, signed by the employees, and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The employee and Union agree to indemnify and hold the City harmless against any and all claims, suits, orders or judgements brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Section.

Dues deduction forms will be supplied by the Union.

ARTICLE XI
LEAVE OF ABSENCE

Section A. Unpaid Leaves

1. Eligibility Requirements. At the discretion of the employer, regular full-time employees shall be eligible for unpaid leaves of absence after the employee's probationary period.
2. Application for Leave. All requests for leave of absence, not otherwise covered in this Article, shall be submitted in writing by the employee to the Police Chief for recommendation. The request for leave of absence shall then be referred to the Creston City Council. The Creston City Council shall make the final decision. A copy of the City Council action shall be sent to the local union. The request for such leave shall be submitted on a form supplied by the employer.
3. Limited Leave Without Pay. The Police Chief, at his discretion, may authorize the employee's absence without pay for a period not to exceed an accumulated total of ten (10) working days in any fiscal year.
4. Family Medical Leave Act. Employees of the City are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in the Family and Medical Leave Act of 1993 and regulations implementing the acts.
5. Return From Leave Without Pay. Upon return from leave of absence without pay, the employee shall return to his former job, if physically qualified and if the position is vacant, or to another equivalent position in accordance with person's qualifications and ability.
6. An employee granted an unpaid leave of absence shall not be eligible for fringe benefits, holiday pay, accrued retirement, vacation or sick leave during the period of such leave. Seniority shall accrue for thirty (30) days while on an unpaid leave of absence.
7. Premiums for insurance normally paid by the employer will be paid in full by the employee during the unpaid leave of absence if the insurance carrier elects to continue such coverage.
8. If the employee does not return to work upon the expiration of unpaid leave of absence, the employee shall be terminated.
9. Paid Funeral Leave. All probationary and permanent employees will be allowed time off with pay to attend funerals on the following schedule:

- a. Three (3) days per occurrence for arrangement and attending funeral of wife, husband, child, mother, father, brother or sister.
 - b. Two (2) days per occurrence for funeral of grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, or sister-in-law.
 - c. One-half (1/2) day per occurrence for funeral as a pallbearer.
 - d. Additional time may be taken by employee but this time will be taken as vacation time.
10. An employee who gives the City a false reason to obtain a leave of absence may be subject to discipline.

Section B. Sick Leave

All permanent full-time employees who have completed their probationary period shall be eligible for paid sick leave.

Accrual

Sick leave shall be accrued as follows:

1. Sick leave shall be accrued for all permanent full-time employees at the rate of one (1) day for each month of service up to one hundred twenty (120) days.
2. Sick leave accumulated prior to the effective date of this contract will not be affected by the terms of this contract and will remain for employee's use.

Usage

Sick leave shall be granted under the following circumstances:

1. Physical incapacity not incurred in the line of duty.
2. Personal illness which occurs during working hours.
3. Enforced quarantine of employee in accordance with community health regulations.
4. For the purpose of the Agreement, pregnancy shall be treated the same as any other physical incapacity and employees shall be allowed to use accumulated sick leave during pregnancy and subsequent confinement.
5. Sickness of immediate members of family up to five (5) days per year of accrued sick leave. Immediate family shall be defined as spouse, child, mother, father, brother or sister.

Administration

Sick leave shall be administered as follows:

1. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.
2. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods.
3. In individual cases, if there is a sufficient reason to believe the employee may be abusing the sick leave privilege, the employee shall first be advised by an interview of the reasons for sick leave. If the employee's leave pattern continues, a medical certificate will be required for all absences of sick leave and the employee will be advised in writing that all future requests for sick leave shall be cause for disciplinary action up to and including dismissal.

ARTICLE XII

GRIEVANCE PROCEDURES

Section A. Definition

A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Section B. Procedure

The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances must be presented at the first step of the procedure within seven (7) calendar days of the incident giving rise to the complaint. All grievances at all steps will require the presence of the Union Steward. At any time the Business Representative of the Union shall have the right to present grievance for any employee.

- Step I. The employee having a specific grievance shall take it first to his/her immediate supervisor. Such supervisor must respond within seven (7) calendar days.
- Step II. Within seven (7) calendar days after the decision in Step No. I, or if no timely decision has been made, the employee shall then present the written grievance to his/her department director. Such department director shall respond in writing within seven (7) calendar days. All discharge cases will be instituted in Step No. II grievance procedure.
- Step III. Within seven (7) calendar days after the decision in Step No. II, or no timely decision has been made, the employee shall then present the written grievance to the Mayor, who shall respond within seven (7) calendar days.
- Step IV. If not resolved, the grievances may be submitted to arbitration within seven (7) calendar days after the decision in Step No. III, or if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the Mayor. Such notice shall specify the sections of the rules and regulations and/or the agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of arbitrators and, by alternately striking names an arbitrator will be selected. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

Section C. Limitations

The arbitrator shall not have the power to add to, subtract from, or modify the terms of this Agreement.

The arbitrator's fee and expenses shall be shared equally by the employer and Union. However, each party shall be responsible for compensating their own representatives and witnesses as well as paying for necessary transcripts of the proceedings if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeal.

All written grievances must be signed by the affected employee(s).

When necessary in investigating and settling grievances, employees and their representative, if employee of the City, shall be released from work without loss of pay for a reasonable time at the discretion of the employer provided the supervisor is given sufficient advance notice to adjust work schedules. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption of work. The City shall solely determine whether an interference has occurred under this paragraph.

All time limits contained in this Section may be extended by mutual agreement.

ARTICLE XIII
INSERVICE EDUCATION

Upon the request of the employee, and recommendation of the employee's departmental director and approval by the City Council, a permanent full-time City employee may be reimbursed for educational costs subject to the following requirements:

1. The course shall directly relate to the employee's current job duties.
2. Such course work must be completed at an officially accredited educational institution.
3. The employee shall satisfy the necessary prerequisites of the course for which reimbursement is being requested, and shall receive approval of the City Council prior to enrolling in the course.
4. The employee shall successfully complete the course.
5. Participation in the course shall be solely on the employee's time, unless waived by the City Council, except attendance at schools required for retention of employee's job.
6. An employee who is attending school required for the retention of his/her job on a full-time basis shall not be required to work extra hours except in emergencies.
7. In the event the employee chooses to pursue a course of study leading to a two (2) year associate of arts or science degree, the employee shall sign an agreement with the City agreeing to remain an employee of the City for at least two (2) years following the receipt of said degree. If the employee chooses to leave the employment of the City prior to the expiration of his two (2) year time period, the employee shall repay to the City the cost of his schooling on a prorata basis, based on the length of time the employee has remained with the City subsequent to receiving his degree.
8. An employee who chooses to pursue a course of study leading to a four (4) year bachelor of arts or science degree shall sign an agreement with the City agreeing to remain in the employ of the City for four (4) years subsequent from the date of receiving said degree. In the event that said employee chooses to leave the employment of the City prior to the expiration of four (4) years subsequent to receiving his/her degree, the employee shall repay to the City the cost of receiving this degree on a prorata basis, based on the number of years served for the City subsequent to receiving said degree.

ARTICLE XIV

SENIORITY

Seniority is determined by the length of continuous unbroken service as a permanent full-time employee of the City. In computing seniority, periods of employee suspension and leave of absence without pay (except for personal illness, injury, educational leave in the interest of the City, or as otherwise authorized by the City) in excess of thirty (30) cumulative working days per year shall be deducted from the employee's time of seniority.

In the Police Department seniority with qualifications will prevail. However, the term qualification will in no way be used to subvert the advancement of a longer term employee. If qualifications are not clearly superior, seniority will prevail.

Employees shall forfeit their seniority rights when they resign, retire or are dismissed.

ARTICLE XV
LAYOFF AND RECALL

Section A. Advance Notice

In the event a reduction in force becomes necessary, the City agrees to provide affected employees with fourteen (14) days notice of the termination.

Section B. Order of Layoff

The City shall determine whenever it is necessary for employees of a specific class to be laid off and shall be as follows:

1. Temporary appointees.
2. Probationary employees.
3. Permanent employees in reverse order of their seniority as defined in Article XV of this Agreement, provided that the remaining employees have the qualifications and skills to perform the necessary work.

Employees so laid off shall be eligible to be rehired on the basis of their seniority, provided that they are still qualified and able to perform the work. When an employee is notified to return to work, satisfactory arrangements to do so must be made by the employee within five (5) working days of notification or said employee will be automatically removed from the reemployment list.

ARTICLE XVI

INSURANCE

- A. For the 2006-2007 Contract Year, the employee will pay up to a maximum amount of twenty-five dollars (\$25.00) per month for full-time employees toward the single premium of the City Health Insurance Plan and up to a maximum of forty dollars (\$40.00) per month for full-time employees toward the family premium of the City Health Insurance Plan. The employee will be responsible for paying the first (1st) three hundred/five hundred dollar (\$300/\$500) deductible annually. The city will provide a Drug Card with ten dollar (\$10.00) co-pay for generic brand and a fifteen dollar (\$15.00) co-pay for name brand.

For the 2007-2008 Contract Year, the employee will pay up to a maximum amount of thirty dollars (\$30.00) per month for full-time employees toward the single premium of the City Health Insurance Plan and up to a maximum of fifty-five dollars (\$55.00) per month for full-time employees toward the family premium of the City Health Insurance Plan. The employee will be responsible for paying the first (1st) three hundred and fifty/seven hundred dollar (\$350/\$700) deductible annually. The city will provide a Drug Card with a fifteen dollar (\$15.00) co-pay for generic brand and a twenty dollar (\$20.00) co-pay for name brand.

For the 2008-2009 Contract Year, the employee will pay up to a maximum amount of forty dollars (\$40.00) per month for full-time employees toward the single premium of the City Health Insurance Plan and up to a maximum of seventy (\$70.00) per month for full-time employees toward the family premium of the City Health Insurance Plan. The employee will be responsible for paying the first (1st) four hundred fifty/eight hundred dollar (\$400/\$800) deductible annually. The city will provide a Drug Card with a twenty dollar (\$20.00) co-pay for generic brand and a twenty-five dollar (\$25.00) co-pay for name brand.

- B. The employer shall provide life insurance in the amount of twenty thousand dollars (\$20,000.00) for all employees who are members of the bargaining unit. The employee may have the option to purchase additional life insurance in lots of ten thousand dollars (\$10,000.00) at the employees cost if the insurance is available through the carrier and the employee is eligible as determined by the carrier.
- C. The employer shall make available to the employee at the employee's cost, a dental insurance plan. The dental insurance plan shall be compatible with the present health insurance plan offered by the employer.
- D. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).

- E. The City shall have the right to procure the insurance referred to in this Article from any reputable insurance company, with comparable coverage.

ARTICLE XVII

PAY PERIODS

All permanent full-time employees who are members of the bargaining unit shall be paid on a bi-weekly basis.

ARTICLE XVIII

MILEAGE

When a City employee is entitled to be paid for expenses in performing a public duty a charge shall be made, allowed and paid for the use of an automobile at the rate established by Chapter 79.9 of the 1975 Code of Iowa, as amended.

It is agreed between the City and the Union that in the event the current statutory allotment is raised by the Legislature during the period of this contract, the employee shall receive the higher rate of compensation.

ARTICLE XIX

EXPENSES

All City employees under the Agreement entitled to reimbursement for necessary expenses incurred in the line of duty shall be reimbursed for these expenses. Said request for reimbursement shall be submitted to the Police Chief and approved by the Creston City Council.

ARTICLE XX

EQUIPMENT

- A. The City shall provide the employee classed under this contract as Captains, Sergeant and Patrolman, with uniforms, leather and footwear for police use. The employee shall purchase his own weapon. All uniforms, leather and footwear shall be replaced on a fair wear and tear basis, according to the procedure set out under sub-paragraph B.
- B. The employee desiring replacement of the items set out in paragraph A shall make his/her request in writing on a form provided by the City to the Chief of Police. The written request shall contain the employee's name and the items that the employee wishes the City to replace. The written request shall be signed by the employee making the request. The Chief of Police will forward the request form to the business manager of the City of Creston, Iowa, and indicate whether he approves or disapproves the request. Upon receipt of the request, the business manager, if he/she approves the request, shall complete the necessary documentation, including the proper purchase order and direct the employee to purchase said items at a specified business or inform the employee when the items will be provided. If the business manager disapproves the request, the business manager shall notify the employee in writing of his/her disapproval of the request and the reasons therefore. Within five (5) calendar days of the request being denied, the employee may request a conference with the business manager and the Chief of Police to review the request and resolve any problems in connection therewith. If this conference fails to resolve the problem, then the aggrieved party may initiate a grievance through the grievance procedure as set out in this contract.
- C. The City shall provide all civil service dispatchers with uniforms to be worn while on duty. The City shall also provide footwear of standard uniform issue to all civil service dispatchers. If a dispatcher desires to wear footwear of their own selection or design, said footwear will be allowed, but will be provided by the employee at his cost. Uniforms for non-civil service dispatchers shall be optional with the Chief of Police.
- D. Any attempt by the employee to purchase uniforms, leather or footwear without following the procedure as set out in paragraph B will be handled under the discipline and discharge procedure as set out in this contract. If the employee charges or attempts to charge to the City of Creston, Iowa, equipment as set out in paragraph A, the employee may subject himself to disciplinary action under the terms of this contract.

ARTICLE XXI
WAGES AND SALARIES
2006-2009

All full-time employees shall be paid according to the following schedule:

Position: Police Dept.	2006-07	2007-08	2008-09
Police Captain	\$ 36,948.41	\$ 38,241.61	\$ 39,580.06
Police Sergeant	\$ 35,816.62	\$ 37,070.20	\$ 38,367.66
Senior Patrolman	\$ 34,278.30	\$ 35,478.04	\$ 36,719.77
Patrolman First Year	\$ 30,851.58	\$ 31,931.38	\$ 33,048.98
Patrolman Second Year	\$ 31,982.78	\$ 33,102.18	\$ 34,260.76
Patrolman Third Year	\$ 33,137.75	\$ 34,297.57	\$ 35,497.98
Dispatcher	\$ 29,664.75	\$ 30,703.02	\$ 31,777.62

ARTICLE XXII

OVERTIME

- A. Overtime at time and one-half (1-1/2) shall be paid in accordance with the applicable provisions of the Fair Labor Standards Act. The work period of forty eight (48) hours per six (6) day work week.
- B. Overtime shall be paid in the bi-weekly pay check following the work week in which the overtime is earned. Only overtime noted on the time card will be paid to the employee.
- C. Only the overtime authorized by the Chief of Police or designee will be paid under this Agreement.
- D. The three (3) officers with the least seniority will be designated as flexible-time personnel for use as fill in and crew rotations as needed. Assignment of shifts will be at the discretion of the Chief of Police.

ARTICLE XXIII

COURT TIME

- A. For each court appearance required of the employee, the employee shall be paid a minimum of one (1) hour at the rate of one and one-half (1-1/2) times the normal rate of pay. For all court time in excess of two (2) hours, the employee shall be paid at the rate of one and one-half (1-1/2) times the normal rate of pay for all time that the employee is in court. All court time shall be noted separately on the time card.
- B. Court time shall not be paid when the court is in recess, such as noon meal breaks and the attendance of the employee is not required.
- C. Employees will not be subpoenaed for court hearings, but will be notified of hearings by regular mail or delivery of a notice to the employee's mailbox in the Law Enforcement Center. Failure to appear at a hearing after being notified, without good cause, may subject the employee to disciplinary action as set out in this contract.
- D. Court time will be paid only for criminal, juvenile or misdemeanor cases prosecuted by either the County Attorney or the City Attorney. Court time will not be paid for civil cases between private parties for which the employee may be called to testify as the result of conducting an investigation or being present during a dispute. The employee should make arrangements with the private parties who seek his/her testimony for compensation, if it is desired.
- E. In the event the employees are subpoenaed to appear in cases set out in paragraph E, the employee will not accept the subpoena pay. If the employee accepts the subpoena pay, he will be paid by the City the difference between what he/she would have received under paragraph A and what he/she received as subpoena pay. Any attempt to collect both subpoena pay and pay by the City may result in disciplinary action against the employee.
- F. Any falsification of records or abuse of court time will result in discipline and possible discharge in accordance with this contract.

ARTICLE XXIV

CALL-IN TIME

- A. The employee shall be paid a minimum of two (2) hours pay at one and one-half (1-1/2) times the normal pay rate for all time the employee is called to the Law Enforcement Center on an emergency basis, or to an incident on an emergency basis, at the request of the Chief of Police or his designee, when said employee is not regularly on duty. The employee must be present for at least thirty (30) minutes in order to qualify for the call-in pay.
- B. Call-in time does not mean that time which the employees are called to the Law Enforcement Center for meetings, schools, conferences, extra work not on an emergency basis, and investigation not on an emergency basis.
- C. Call-in time shall not be used to compute regular time pay. All call-in time shall be noted separately on a time card. Call-in time not noted on the time card will not be paid.
- D. Any abuse of the call-in time may subject the employee to disciplinary procedures as set out in this contract.

ARTICLE XXV

UNIFORM CLEANING

- A. The City agrees to clean the uniform and accessories required by the City for the employees who are members of the bargaining unit.
- B. Cleaning shall be done by a cleaning establishment selected and paid for by the City. Uniforms and accessories that require cleaning shall be left at the Law Enforcement Center by the employee at times designated by the City. Employees shall complete a form provided by the City listing the type and number of items to be cleaned. The items to be cleaned will be picked up by the cleaning establishment at the Law Enforcement Center pursuant to his/her schedule between the City and the cleaning establishment. The items, when cleaned, will be returned to the Law Enforcement Center and picked up by the employee. No items for cleaning will be delivered to or picked up by an employee at the cleaning establishment unless having been authorized to do so by the City. Any items delivered and picked up by the employee at the cleaning establishment by the employee without the permission of the City will not be paid for by the City.
- C. Any abuse of the cleaning provisions may result in disciplinary action against said employee in accordance with the terms of the contract.

ARTICLE XXVI

HOLIDAYS

- A. All employees shall have the following holidays and shall be paid for the actual calendar date on which the holiday falls:

<i>New Year's Day</i>	<i>President's Day</i>
<i>Good Friday</i>	<i>Memorial Day Observed</i>
<i>July 4th</i>	<i>Labor Day</i>
<i>Veteran's Day</i>	<i>Thanksgiving</i>
<i>Friday after Thanksgiving</i>	<i>Christmas Day</i>

- B. If an employee works on any said holidays in paragraph A, the employee(s) shall be paid two (2) times their normal rate of pay, which includes their holiday pay.
- C. Those employees who work any of the holidays described in paragraph A shall receive a scheduled day off at a day subsequent to the holiday worked. Any employee who works any part of a day shall be given the same equal time for a day off. The City shall attempt to schedule the day off in conformance with the desires of the employee, but the City reserves the right to schedule the day off in order to maintain the operational efficiency of the Creston Police Department.
- D. For those shifts that overlap two (2) days, one (1) of which is a holiday set out in paragraph A, the shift that has the most hours worked on the holiday designated in paragraph A shall be the shift eligible for the holiday benefit of the scheduled day off.

ARTICLE XXVII

LONGEVITY

- A. Longevity shall be paid at the rate of fifty dollars (\$50.00) per year for each year of service with the City up to twenty (20) years of service. Longevity shall be paid from the anniversary date of the employee's first employment with the City.
- B. Longevity shall be added to base salary and will be paid in the same manner as the regular wages and salaries.

ARTICLE XXVIII

VACATIONS

- A. Vacation shall be allowed employees who are members of the bargaining unit according to the following schedule:
- | | | |
|----|---------------------|---------------------|
| 1. | 1 through 6 years | 2 weeks of vacation |
| 2. | 7 through 13 years | 3 weeks of vacation |
| 3. | 14 through 20 years | 4 weeks of vacation |
| 4. | Over 20 years | 5 weeks of vacation |
- B. Vacation shall be taken by the employee in the year following the year in which the vacation is earned. Vacation not taken will not be accumulated nor will the employee be paid for accumulated vacation not taken. All vacation not taken in the year following the year in which the vacation is earned will be lost to the employee. Vacation may be taken in the year earned only with the permission of the City.
- C. For purposes of this contract, a week of vacation shall mean a six (6) day work week.
- D. Vacation shall be accrued based on consecutive years of employment with the City of Creston.

ARTICLE XXIX
COMPLIANCE CLAUSE

A. Separability

Should any Article, section or clause of the Agreement be declared illegal by a court or competent jurisdiction, then that Article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, sections and clauses shall remain in full force and effect.

B. Procedures for Negotiations

1. Successor Agreement - Either party may give written notice to the other party to negotiate a Successor Agreement not less than one hundred fifty (150) days prior to the District's budget certificate date, as established by the Code of Iowa, or September 15th, whichever is later.

C. Duration Period

1. This Agreement shall become effective as of July 1, 2006, and shall be in full force and effect through June 30, 2009.
2. The parties agree that all of the remaining paragraphs of the contract dated July 1, 1994 shall remain in full force and effect, unless changed by mutual agreement of the parties.
3. That the above Memorandum of Understanding constitutes the mutual agreement between the parties. Any changes or modifications shall not be effective unless reduced to writing and signed by both parties.
4. This Agreement is executed and agreed this _____ day of _____, 2006.

OVER-THE-ROAD, CITY TRANSFER
DRIVERS, HELPERS, DOCKSMEN
AND WAREHOUSEMEN, LOCAL UNION
NO. 238, AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WARE-HOUSEMEN AND HELPERS
OF AMERICA

THE CITY OF CRESTON, IOWA

City Mayor

City Manager

Local 238 Business Representative

City Chief Negotiator

Letter of Understanding
between the
City of Creston
and the
CHAUFFERS, TEAMSTERS AND HELPERS LOCAL 238

BI-ANNUAL PHYSICAL STANDARD TEST

The bi-annual physical standard test is not a required test, strictly volunteer. Physical standards will be followed that are set forth by the Iowa Law Enforcement Academy. Officers must pass all areas of the test to be compensated with a \$100.00 bonus each year.

Union Representative

Date

City Representative

Date